

RESOLUTION OF BOSTON REDEVELOPMENT AUTHORITY APPROVING  
DISPOSITION OF PARCEL 2A IN THE GOVERNMENT CENTER PROJECT AREA

WHEREAS, the Boston Redevelopment Authority, hereinafter referred to as the "Authority", has consulted with the Roman Catholic Archbishop of Boston, hereinafter referred to as the "Developer", concerning the proposed development of Parcel 2A in the Government Center Urban Renewal Project Area; and

WHEREAS, the developer proposes to construct a chapel on said Parcel; and

WHEREAS, disposition of Parcel 2A to the developer will make development possible in conformance with the planning and design objectives of the Government Center; and

WHEREAS, there has been presented to this meeting of the Authority a proposed Land Disposition Agreement setting forth the conditions under which the Parcel will be purchased and developed; and

WHEREAS, the proposed purchase price of \$5.00 per square foot is based on two independent appraisals of the value of said Parcel for the proposed use.

NOW THEREFORE BE IT RESOLVED BY THE BOSTON REDEVELOPMENT AUTHORITY:

1. That the Land Disposition Agreement for the disposition of Parcel 2A to the Roman Catholic Archbishop of Boston is hereby approved and the Development Administrator is hereby authorized to execute such Agreement on behalf of the Authority substantially in the form presented to this meeting, subject to concurrence of the Department of Housing and Urban Development and prior public disclosure as required by Title I of the Housing Act of 1949, as amended.
2. That the price of \$5.00 per square foot is hereby approved and determined to be not less than the fair value of the parcel for the proposed use.
3. That the Roman Catholic Archbishop of Boston possesses the qualifications and financial resources necessary to acquire and develop the land in accordance with the Government Center Urban Renewal Plan.
4. That the secretary is hereby authorized and directed to publish notice of the proposed disposal transaction in accordance with Section 105(e) of the Housing Act of 1949, as amended, including information respecting the "Redeveloper's Statement for Public Disclosure".



MEMORANDUM

May 12, 1966

TO: BOSTON REDEVELOPMENT AUTHORITY

FROM: EDWARD J. LOGUE, DEVELOPMENT ADMINISTRATOR

SUBJECT: LAND DISPOSITION AGREEMENT FOR GOVERNMENT CENTER CHAPEL

A few weeks ago the Board approved the final working drawings for the St. Botolph's Chapel, to be erected in Government Center by the Archdiocese of Boston. The staff and lawyers for the Archdiocese have worked out a land disposition agreement covering Parcel 2A, the site of the chapel, and a copy is attached for your consideration. It contains the usual provisions contained in our form contract and provides for the Archdiocese to take title to the property within thirty days after the BRA has notified the Archdiocese that the land is clear and available for construction, and to start building within fifteen days after transfer of title.

As you know, the chapel site contains both an existing MBTA kiosk and several utility lines which need to be relocated. Hopefully, this work will be done during the summer, permitting construction of the chapel to start in the fall.

The purchase price of \$5.00 per square foot is consistent with the reuse appraisal on the property and has been approved by HUD.

The Archdiocese has filed a Redeveloper's Statement for Public Disclosure and Redeveloper's Statement of Financial Qualifications and Responsibility.

I recommend your approval of the land disposition agreement and that you authorize me to execute it, following the required public disclosure waiting period. A proposed resolution in the Federal form is attached.



LAND DISPOSITION AGREEMENT

THIS AGREEMENT, made and entered into the                      day of                      , 1966 by and between BOSTON REDEVELOPMENT AUTHORITY, and the ROMAN CATHOLIC ARCHBISHOP OF BOSTON.

WITNESSETH THAT the parties hereto have agreed as follows:

## ARTICLE I

## DEFINITIONS

## Section 101: Defined Terms

For the purposes of this Agreement, the following terms shall have the meanings, respectively, ascribed to them below:

- (a) "City" shall mean the City of Boston, Massachusetts
- (b) "Authority" shall mean the Boston Redevelopment Authority, a public body politic and corporate, created pursuant to Chapter 121, Section 26QQ of the Massachusetts General Laws (Ter. Ed.), as amended, and shall include any successor in interest, whether by act of a party to this Agreement or by operation of law or otherwise.

- (c) "Redeveloper" shall mean the Roman Catholic Archbishop of Boston, A Corporation Sole, duly established under the Laws of the Commonwealth of Massachusetts and having its principal office at Boston, Suffolk County, Massachusetts and shall include any successor in interest or assign whether by act of a party to this Agreement or by operation of law or otherwise.

- (d) "The Property" shall mean that area in the Government Center Project Area shown on a map entitled "GOVERNMENT CENTER CHAPEL SITE PLAN", dated July 1, 1964, as "CHAPEL SITE - PARCEL 2A" which map is attached hereto as Exhibit A, to be conveyed together with the fee to the center line of all Streets abutting The Property, proposed or existing.



(e) "Plan" shall mean the Government Center Urban Renewal Plan, attached hereto as Exhibit B, duly adopted in accordance with Chapter 121 of the General Laws as amended, and as said Plan may be amended in accordance with the provisions thereof. The "term of the Plan" shall mean the period commencing upon the approval of the Plan by the City Council and expiring as therein provided.

(f) "Architect" shall mean the firm of Sert, Jackson and Associates, Cambridge, Massachusetts, acting pursuant to a contract for architectural services with respect to the improvements to be erected on the Property, a copy of which contract has been deposited with the Authority, which firm or contract shall not be changed without the prior written consent of the Authority in each instance.

(g) "Final Plans and Specifications" shall mean the final working drawings and specifications for all of the improvements to be constructed on the Property, submitted to and approved by the Authority on April 15, 1966, and on file at the office of the Authority.

(h) "HUD" shall mean the Administrator of the Department of Housing and Urban Development of the U. S. or any officer duly authorized to act in his behalf.

## ARTICLE II

### TRANSFER OF THE PROPERTY AND PAYMENT THEREFOR

#### Section 201: Covenant of Sale

Subject to all the terms, covenants and conditions of this Agreement, the Authority covenants and agrees to sell and convey, and the Redeveloper covenants and agrees to purchase the Property.



Section 202: Condition of Land to be Conveyed

(a) The authority agrees that, at the time of sale and conveyance and delivery of possession of the Property, it shall be free and clear of all buildings, structures and improvements except for streets, sidewalks, utilities and walls and foundations below the surface of the ground, and that all cellar holes and excavations shall be filled to the level of the surrounding ground in a good and workmanlike manner. Said Parcel shall be uniformly graded and left free of mounds and depressions, and the finished surface shall be rough graded so as to conform approximately to the street elevations of the area as they now exist.

(b) The Authority agrees that it shall, without expense to the Redeveloper, provide or cause to be provided the street improvements called for in the Plan in a timely manner so as to reasonably integrate the completion of such street improvements with the completion of the improvements to be made on the Property by the Redeveloper.

Section 203: Deposit

The Authority hereby acknowledges the receipt of \$7500 Seventy-five Hundred Dollars (10 per cent of the Purchase Price of the Property) in cash, certified bank check drawn to the order of the Authority, or negotiable notes, properly endorsed and fully guaranteed as to principal by the United States of America, or by a State or political subdivision thereof, deposited by the Redeveloper with the Authority. The sum deposited, which shall be segregated from all other funds of the Authority, shall constitute a deposit made by the Redeveloper for the performance of its obligation to purchase the Property hereunder. Any interest earned on the deposit shall be the property of the Redeveloper and shall be paid by the Authority to the Redeveloper as and when received; provided, however, that nothing herein contained shall require the Authority to earn any interest on the deposit.



Section 204: Purchase Price and Payment Thereof

(a) The purchase price for the Property shall be \$5.00 per square foot, subject to HUD concurrence, and shall be paid to the Authority upon delivery of the deed and possession of said Parcel, together with the fee to the centerline of all streets abutting the Property, proposed or existing, to the Redeveloper.

(b) Payment shall be by cash or certified check drawn to the order of the Authority.

(c) The Redeveloper agrees that upon the laying out or taking by the City of Boston of streets abutting the Property, no claim for damages by reason of such laying out or taking, will be made by the Redeveloper so long as such laying out or taking excludes or is made subject to all structural elements of the improvements to be constructed on the Property.

Section 205: Time of Sale and Conveyance

The sale and conveyance and delivery of possession of the Property and the purchase of the same by the Redeveloper, shall, subject to the provisions of Section 210, take place 30 days following notification to the Redeveloper by the Authority that the land is clear and available for construction, at a closing to be held at the office of the Authority or such other place as the Authority may designate: Provided, however, that the sale and conveyance and delivery of possession of the Property to the Redeveloper may take place at an earlier or later date upon agreement of the parties hereto.

Section 206: Title and Instrument of Conveyance

The sale and conveyance shall be by quitclaim deed of good and marketable fee simple title to said Parcel free and clear of all liens and encumbrances (other than existing utility easements, the telephone and subway easements, and an easement for public pedestrian travel along the northeasterly sideline of Parcel 2A all as shown on the attached Exhibit A) but subject to all conditions, covenants and restrictions set forth or referred to in this



Agreement and the Plan or in either thereof. None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring title to said Parcels from the Authority to the Redeveloper, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement, except as provided hereinafter.

Section 207: Federal Tax Stamps and Other Closing Costs

The Redeveloper shall pay the cost of any State and Federal documentary tax stamps which may be required, and the cost of recording the deed.

Section 208: Application of Redeveloper's Deposit

Upon the sale and conveyance and delivery of possession of the Property as set forth in Section 205 hereof, or upon termination of the Agreement under Section 210 hereof, the Authority shall return to the Redeveloper the deposit made by the Redeveloper with the Authority in accordance with Section 203 hereof.

Section 209: Conditions Precedent to Conveyance

The Authority shall not be obligated to make conveyance of the Property unless and until the following events have all occurred:

(a) Final plans and specifications for the Property have been submitted by the Redeveloper and approved by the Authority.

(b) The Redeveloper and a responsible contracting firm have entered into a contract, satisfactory in form to the Authority for the construction of the improvements on the Property, and the Redeveloper has deposited a copy of this contract with the Authority, which firm shall not be changed without the prior written consent of the Authority.

(c) The Redeveloper has furnished the Authority with a performance and payment surety bond satisfactory in form to the Authority with the construction contractor as principal and the Redeveloper and the Authority as beneficiaries. The penal amount of this bond shall not be less than 10% of the amount of the aforesaid construction contract.



Section 210: Default by Authority

In the event that the Authority shall be unable to give title or to make conveyance or to deliver possession of the Property as provided for herein, all of the obligations of the parties hereunder shall cease and this Agreement shall be void and without recourse to the parties hereto, provided however, that the Redeveloper shall have the election, to accept such title as the Authority can deliver to said Parcel and to pay therefor without deduction, in which case the Authority shall convey such title to the Redeveloper. The acceptance of a deed by the Redeveloper shall be deemed a full performance and discharge of every agreement and obligation of the Authority herein contained, except such as are, by the express terms hereof, to be performed after the delivery of the deed.

## ARTICLE III

RESTRICTIONS AND CONTROLS UPON DEVELOPMENTSection 301: Redevelopment Pursuant to Plan

(a) The Redeveloper, for itself and its successors and assigns, covenants, promises and agrees:

- (1) to devote the Property to the uses specified in the Plan;
- (2) not to use or devote the Property or any part thereof for any use other than the uses or purposes specified in the Plan, or contrary to any of the applicable limitations or requirements of the Plan;
- (3) not to discriminate upon the basis of race, color, creed, or national origin in the sale, lease or rental or in the use or occupancy of the Property or any improvements erected or to be erected thereon or any part thereof.

(b) It is intended and agreed that the covenants in subsection (a) of this Section shall be covenants running with the land, and covenants to the same effect shall be contained in any instruments from the Authority to the Redeveloper or to its successors or



assigns and in any instruments from the Redeveloper, its successors and assigns, conveying The Property or any part thereof or interest therein and shall be expressed therein to be covenants running with the land.

(c) The covenants in subdivisions (1) and (2) of subsection (a) of this Section, and all rights and obligations under any of said covenants, shall terminate upon the expiration of the term of the Plan: and the covenants in subdivision (3) and all rights and obligations under any of said covenants, shall terminate upon the expiration of one hundred (100) years from the date of the deed from the Authority to the Redeveloper, provided, however, that the provisions of this subsection shall not abate, or be a ground for abatement of any action, suit, or other legal proceeding instituted prior to the termination of the covenants.

Section 302: Improvements and Submission of Plans

(a) The Property shall be used for the construction of a Chapel, and accessory landscaping.

(b) No work on the improvements on the Property shall be done unless such work conforms in every respect to the Final Plans and Specifications approved by the Authority. In the event the Redeveloper shall fail to comply with the foregoing requirements, the Authority may, within a reasonable time after discovery thereof by the Authority, direct in writing that the Redeveloper so modify or reconstruct such portion or portions of the improvements as are not in conformance with said plans and specifications or any approved modifications thereof, as to bring them into conformance therewith. The Redeveloper shall promptly comply with such a directive, and shall not proceed further with the improvements until such a directive is complied with. Any delays in completion of the improvements resulting from such modifications or reconstruction shall not be a ground for the extension of the time limits for construction on The Property as provided for in Section 303 of this Agreement.



(d) The Redeveloper agrees to provide as part of the construction of improvements required pursuant to this agreement, works of art satisfactory to the Authority, and agrees to expend for such works a sum not less than 1% of the total amount to be expended by the Redeveloper for such construction of improvements. The arts as used herein shall be deemed to include ornaments, arrangements, or effects created through the use of sculpture, bas-relief, mosaics, frescoes, murals, prints, tapestries, paintings, and fountains which are sculptural in themselves or designed to enhance the setting of sculpture.

Section 303: Time for Commencement and Completion of Construction

(a) The Redeveloper shall commence construction of the improvements on the Property in accordance with the Final Plans and Specifications referred to in Section 302 (c) hereof within fifteen (15) days after delivery of the deed and possession of the Property to the Redeveloper; shall thereafter diligently prosecute said improvements on to completion; and shall, in any event, complete such improvements not later than twelve (12) months after the commencement thereof.

(b) The Redeveloper shall submit a detailed estimated progress schedule at the time construction is begun, in a format generally used in the construction of buildings. This schedule shall be resubmitted each month until the construction of the improvements has been completed, with actual progress shown. This monthly submission shall be accompanied by a written report by the Redeveloper citing any adjustments to the progress forecast, analyzing the causes thereof, and, where applicable, noting corrective efforts. After the sale and conveyance and delivery of possession of the Property to the Redeveloper and during the period of the Plan, such work of the Redeveloper shall be subject to inspection by representatives of the Authority, of the City and of the United States of America, and the Authority shall notify the Redeveloper promptly of any defects observed by it.

(c) Prior to the sale and conveyance and delivery of possession of the Property, the Authority shall permit the Redeveloper access thereto, whenever and to the extent necessary to carry out the purposes of this Agreement.



(d) It is intended and agreed that the agreements and covenants contained in this Section 303 with respect to the beginning and completion of the improvements on The Property shall be covenants running with the land.

Section 304: Certificate of Completion

When the improvements required of the Redeveloper by the provisions of the Agreement have been completed, the Authority shall issue to the Redeveloper a Certificate of Completion in such form as will enable it to be recorded in the Suffolk Registry of Deeds.

(herein ends Page 9)



Section 305: Nondiscrimination in Employment

The Redeveloper, for itself, and its successors and assigns, agrees that in the construction of the improvements in accordance with the provisions of this Agreement:

(a) The Redeveloper will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Redeveloper will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Redeveloper agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Authority setting forth the provisions of this nondiscrimination clause.

(b) The Redeveloper will, in all solicitations or advertisements for employees placed by or on behalf of the Redeveloper, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(c) The Redeveloper will send to each labor union or representative of workers with which the Redeveloper has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union or workers' representative of the Redeveloper's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Redeveloper will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.



(e) The Redeveloper will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor or the Secretary of Housing and Urban Development pursuant thereto, and will permit access to the Redeveloper's books, records, and accounts by the Authority, the Secretary of Housing and Urban Development, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Redeveloper's noncompliance with the nondiscrimination clauses of this Section, or with any of the said rules, regulations, or orders, the Agreement may be canceled, terminated, or suspended in whole or in part and the Redeveloper may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Redeveloper will include the provisions of Paragraphs (a) through (g) of this Section in every contract or purchase order, and will require the inclusion of these provisions in every subcontract entered into by any of its contractors, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each such contractor, subcontractor, or vendor, as the case may be. The Redeveloper will take such action with respect to any construction contract, subcontractor purchase order as the Authority or the Department of Housing and Urban Development may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that



in the event the Redeveloper becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Authority or the Department of Housing and Urban Development, the Redeveloper may request the United States to enter into such litigation to protect the interests of the United States.

For the purpose of including such provisions in any construction contract, subcontract, or purchase order, as required hereby, the first three lines of this Section shall be changed to read "During the performance of this Contract, the Contractor agrees as follows", and the term "Redeveloper" shall be changed to "Contractor".

Section 306: Prompt Payment of Obligations

The Redeveloper shall make, or cause to be made, prompt payment of all money due and legally owing to all persons, firms and corporations doing any work, furnishing any materials or supplies or renting any equipment to the Redeveloper or any of its contractors or subcontractors in connection with the development, construction, furnishing, repair or reconstruction of any of the improvements required by this Agreement to be constructed upon The Property.



Section 307: Access to the Property by Authority, City and Federal Personnel

To the extent of its authority to do so, the Redeveloper, its successors and assigns, shall from time to time until the expiration of the term of the Plan, at all reasonable hours, give to the duly authorized representatives of the Authority, the City and the United States of America free and unobstructed access for inspection purposes to any and all of the improvements constructed on the Property by the Redeveloper, its successors and assigns, and to all open areas surrounding the same.

ARTICLE IV

TRANSFER OF REDEVELOPER'S INTEREST

Section 401: General Terms Relating to Transfer of Interest in Property By Redeveloper

The Redeveloper shall not, prior to the completion of the construction of the improvements on the Property, make, or suffer to be made, any assignment or any manner of transfer of its interest in the Property or portion thereof or in this Agreement, other than contracts or agreements to be performed subsequent to such completion, except upon compliance with the following:

- (1) The transferee or transferees shall have been approved as such in writing, by the Authority;
- (2) The transferee or transferees, by valid instrument in writing, satisfactory to the Authority, shall have expressly assumed for themselves and their successors and assigns and directly to and for the benefit of the Authority, all obligations of the Redeveloper provided for in this



Agreement, provided, however that the fact that the transferee shall, whatever the reason, not have assumed such obligations, shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the Authority) relieve or except such transferee of or from such obligations or deprive or limit the Authority of or with respect to any rights or limitations or controls with respect to the Property or the construction of the improvements;

- (3) Any consideration obtained by the Redeveloper from the transferee or transferees in excess of an amount representing the actual cost to the Redeveloper of the property interest therein transferred, including the cost of any improvements made thereon and carrying charges, shall be paid over to the Authority.
- (4) There has been submitted to the Authority for its review, and the Authority has approved, all instruments and other legal documents involved in effecting the transfer.
- (5) The Redeveloper and its transferee or transferees shall comply with such other conditions as the Authority may find desirable in order to achieve and safeguard the purposes of the Massachusetts Housing Authority law, the Plan, Title I of the Housing act of 1949, as amended, and the administrative regulations thereunder.

#### ARTICLE V

##### PROVISIONS RELATING TO OPERATION AND MAINTENANCE

##### Section 501: Maintenance and Operation of Improvements

The Redeveloper shall, at all times until the expiration of the term of the Plan, carry out the Project, keep the improvements constructed on the Property in good and safe condition and repair unless such improvements shall have become uninsurable, and, in the occupancy, maintenance and operation of such Project, improvements and the Property, comply with all laws, ordinances, codes and regulations applicable thereto.



Section 502: Additions or Subtractions to Completed  
Improvements

After the improvements required by the Plan and this Agreement to be constructed by the Redeveloper on the Property, or any portion thereof, have been completed, the Redeveloper shall not, until the expiration of the term of the Plan, reconstruct, demolish or subtract therefrom or make any additions thereto or extensions thereof which involve significant alteration of the exterior dimensions of the improvements, without the prior written approval of the Authority, which approval shall not be unreasonably withheld. In the event the Redeveloper shall fail to comply with the foregoing requirement, the Authority may within a reasonable time after discovery thereof by the Authority direct in writing that the Redeveloper so modify, reconstruct or remove such portion or portions of the improvements as were reconstructed, demolished or subtracted from or added to or extended without the prior written approval of the Authority. The Redeveloper shall promptly comply with such a directive, and shall not proceed further with such reconstruction, demolition, subtraction, addition or extension until such directive is complied with.

ARTICLE VI

INSURANCE

Section 601: Insurance Coverage

(a) So long as there exists any improvement or improvements to the Property for which no certificate of completion has been issued by the Authority, the Redeveloper shall keep all of the insurable property in respect of the Property insured by fire and extended coverage



10/7/64

insurance and additional risk insurance to the same extent and amount which is normally required by institutional mortgagees in the use of similar property in the city. Such insurance shall be in amounts sufficient to comply with the co-insurance clause applicable to the location and character of the property or equipment, and, in any event, in amounts not less than eighty per centum (or eighty per centum in the case of extended coverage insurance) of the current cash value of such property or equipment. All such insurance shall be by standard policies, obtained from financially sound and responsible insurance companies authorized to do business in Massachusetts, covering the Redeveloper and the Authority, as their respective interests may appear.

(b) Each insurance policy shall be written to become effective at the time the Redeveloper becomes subject to the risk or hazard covered thereby, and shall be continued in full force and effect for such period as the Redeveloper is subject to such risk or hazard.

(c) All such insurance policies and renewals thereof, or certificates of such policies and renewals, shall be filed with the Authority.

Section 602: Non-Cancellation Clause

All insurance policies shall provide that any cancellation or termination thereof shall not be effective with respect to the Authority until after at least ten (10) days' prior notice has been given to the Authority to the effect that such insurance policies are to be cancelled or terminated at a particular time.



Section 603: Authority May Procure Insurance if  
Redeveloper Fails to Do So

In the event the Redeveloper at any time refuses, neglects or fails to secure and maintain in full force and effect any or all of the insurance required pursuant to this Agreement, the Authority, at its option, may procure or renew such insurance, and all amounts of money paid therefor by the Authority shall be payable by the Redeveloper to the Authority; with interest thereon at the rate of six per centum (6%) per annum from the date the same were paid by the Authority to the date of payment thereof by the Redeveloper. The Authority shall notify the Redeveloper in writing of the date, purposes, and amounts of any such payments made by it.

Section 604: Redeveloper's Obligations with Respect  
to Restoration and Reconstruction

(a) Whenever any improvement, or any part thereof, constructed on the Property shall have been damaged or destroyed prior to the expiration of the term of the Plan, the Redeveloper shall proceed promptly to establish and collect all valid claims which may have arisen against insurers or others based upon any such damage or destruction. All proceeds of any such claim and any other monies provided for the reconstruction, restoration or repair of any such improvement, shall be deposited in a separate account of the Redeveloper.

(b) The insurance money and any other proceeds so collected shall be used and expended for the purpose of fully repairing or reconstructing the improvements which have been destroyed or damaged to a condition at least comparable to that existing at the time of such damage or destruction to the extent that such insurance money and other proceeds may permit. If there be any excess



proceeds after such repair or reconstruction has been fully completed, such excess shall be retained by the Redeveloper.

(c) The Redeveloper, with the written approval of the Authority, may determine that all or any part of any such damage to or destruction of such improvements shall not be reconstructed, restored, or repaired, and in such event, the proceeds of any claims against insurers or others arising out of such damage or destruction, to the extent not used for such reconstruction, restoration, or repair shall be retained by the Redeveloper.

(d) Any reconstruction or repair undertaken pursuant to the provisions of this section shall in all respects be in accordance with and conform to the provisions of the Plan.

#### Section 605: Commencement and Completion of Reconstruction

The Redeveloper shall commence to reconstruct or repair any improvements and equipment on the Property, or any portion thereof, which have been destroyed or damaged prior to the expiration of the term of the Plan, within a period not to exceed six (6) months after the insurance or other proceeds in respect of such destroyed or damaged property have been received by the Redeveloper (or, if the conditions then prevailing require a longer period, such longer period as the Authority may specify in writing), and shall well and diligently and with prompt dispatch prosecute such reconstruction or repair to completion, and in any event, to completion within twenty-four (24) month after the start thereof.

### ARTICLE VII

#### RIGHTS, REMEDIES, AND PROCEDURES IN THE EVENT OF A BREACH BY REDEVELOPER

#### Section 701: Failure or Refusal by Redeveloper to Purchase Fee Simple Title and Possession

In the event that the Redeveloper shall (other than as provided in Section 210 of this Agreement) fail or refuse to complete the purchase and accept possession of the Property as set forth in Section 205 of this Agreement, the Authority shall have the right to



retain the amount deposited and still on deposit with the Authority as full liquidated damages, but not as a penalty, without any deduction or offset whatever and without further liability to the Authority on the part of the Redeveloper; and the Authority may, upon such failure or refusal, in its sole discretion terminate, by written notice to the Redeveloper, all of its obligations to the Redeveloper hereunder, in addition to retaining such deposit.

Section 702: Consequence of Breach by Redeveloper with  
Respect to Commencement and Completion of  
Construction, Failure to Discharge Encumbrances,  
or Unauthorized Transfers of Interest

In the event that, prior to completion of the Improvements:

- (1) The Redeveloper shall fail to perform its obligations under this agreement with respect to commencement or completion of construction of improvements; or
- (2) The Redeveloper shall place or suffer to be placed on the Property any encumbrances or liens; or
- (3) There is in violation of this agreement any transfer of the Property or any part thereof,

the Authority shall in writing notify the Redeveloper of such failure or violation. The Redeveloper shall thereupon have ninety (90) days from the receipt by it of such written notice to cure such failure or violation. If the Redeveloper does not cure such failure or violation within the 90-day period (or within such extended period of time as may be established by the Authority acting solely in its discretion) the Redeveloper shall promptly transfer possession of, and reconvey, the Property together with all of the improvements thereon, to the Authority without cost to the Authority, by quitclaim deed. In the event of such failure to cure, the Authority shall also enforce its rights under the surety bond referred to in Section 209. In the event that the Redeveloper shall fail so to reconvey, the Authority may institute

such actions or proceedings as it may deem advisable as well as proceedings to compel specific performance and the payment of all damages, expenses and costs.

In the event that the Redeveloper reconveys to the Authority pursuant to this Section 702, the Authority shall undertake with due diligence to resell the Property so reconveyed and the improvements thereon, subject to all of the provisions of the Plan; and the proceeds of such resale shall be used:

first to reimburse the Authority for all costs and expenses incurred by the Authority, including the salaries of Authority personnel in connection with the recapture, management and resale of The Property and all administrative and overhead costs in connection therewith; all taxes, payments in lieu of taxes, public charges and other sums owing to the City or the Authority with respect to The Property up to the time of such resale; any payments made to discharge any encumbrances or liens existing or threatened on The Property; any expenditures made or obligations incurred with respect to making or completion of improvements on The Property; and any amounts otherwise owing to the Authority from the Redeveloper; and the balance of such proceeds, if any, shall be used to reimburse the Redeveloper for and up to the amount expended by it in the purchase and improvement of The Property, (but not including the deposit referred to in Section 203 hereof) less any profit theretofore realized by the Redeveloper from the disposition or any interest in The Property. Any balance remaining after reimbursement to the Redeveloper shall remain the property of the Authority.

In the event of a failure to cure under this Section, the Authority shall have the right to reenter for breach of condition subsequent.

In addition to the other remedies hereinabove provided in this Section 702, upon such failure by the Redeveloper to cure under this Section, the Authority may in its sole discretion terminate, by written notice to the Redeveloper, any or all of its obligations to the Redeveloper hereunder.



## ARTICLE VIII

MISCELLANEOUS PROVISIONSSection 801: Obligations and Rights and Remedies Cumulative

(a) The respective obligations of the Authority and the Redeveloper pursuant to this Agreement, shall be cumulative and the reference to any such obligation shall not be construed as a limitation on any other obligation.

(b) The respective rights and remedies of the Authority and Redeveloper, whether provided by this Agreement or by law, shall be cumulative, and the exercise of any one or more of such rights or remedies shall not preclude the exercise, at the same or different times of any other such rights or remedies.

Section 802: Finality of Approvals

Where, pursuant to this Agreement, any document of or proposed action by the Redeveloper is submitted by it to the Authority, and the Redeveloper has been notified in writing by the Authority that the same is approved or is satisfactory, such determination shall be conclusively deemed to be a final determination by the Authority with respect to such particular document or proposed action for which such approval or notice of satisfaction was given. Where the consent or approval of the Authority is required hereunder, such comment or approval shall not be unreasonably withheld.

Section 803: How Agreement Affected by Provisions Being Held Invalid

If any provision of the Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the requirements of applicable laws and of the Plan.

Section 804: Covenants to be Enforceable by Authority and United States

Any covenant herein contained which is expressed to be a covenant running with the land shall, in any event and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in the Agreement, be to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by the Authority and the United States (in the case of the covenant provided in Section 301(a)(3) hereof) against the Redeveloper, its successors and assigns and every successor in interest to the Property, or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof. In amplification and not in restriction of the provisions hereof, it is intended and agreed that the Authority shall be deemed a beneficiary of such covenants and the United States shall be deemed a beneficiary of the covenant provided in Section 301(a)(3) hereof both for and in their or its own right and also for the purposes of protecting the interests of the community and the other parties, public or private, in whose favor or for whose benefit such covenants have been provided, and such covenants shall be in force and effect, without regard to whether the Authority or the United States has at any time been, remains or is an owner of or in possession of any land to, or in favor of, which the covenants relate.

Section 805: Parties Barred From Interest in Project

No member of the Congress of the United States of America shall be admitted to any share or part hereof, or to any benefit to arise therefrom.



Section 806: Authority's Members and Officers Barred From Interest

No member, official or employee of the Authority shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interest or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official or employee of the Authority shall be personally liable to the Redeveloper in the event of any default or breach by the Authority or for any amount which may become due to the Redeveloper or on any obligations under the terms of this Agreement.

Section 807: Agreement Binding on Successors and Assigns

The provisions of this Agreement shall be binding upon, and shall inure to the benefit of the respective successors and assigns of the parties hereto.

Section 808: Waivers

Any right or remedy which the Authority or the Redeveloper may have under this Agreement, or any of its provisions, may be waived in writing by the Authority or by the Redeveloper, as the case may be, without execution of a new or supplementary Agreement, but any such waiver shall not affect any other rights not specifically waived.

Section 809: Amendments

This Agreement may be amended by a written document, duly executed by the parties hereto evidencing the mutual agreement of the parties hereto to such amendment.



Section 810: Notices

Whenever under this Agreement notices, approvals, authorizations, determinations, satisfactions or waivers are required or permitted, such notices, approvals, authorizations, determinations, satisfactions or waivers shall be effective and valid only when given in writing signed by a duly authorized officer of the Authority or Redeveloper, and sent to the other party by registered or certified mail, postage prepaid, and addressed as follows, or in such other manner or to such other address as the other party shall direct by prior notice:

If to the Redeveloper - The Roman Catholic Archbishop  
of Boston  
Boston, Massachusetts

If to the Authority - Boston Redevelopment Authority  
City Hall Annex  
Boston, Massachusetts  
c/o Edward J. Logue  
Development Administrator

Section 811: Obligations to Continue

Except as to obligations to be performed at or prior to the time of closing of the sale and conveyance of fee simple title to and delivery of possession of the Property, the provisions of this Agreement shall survive the time of closing and the sale and conveyance of fee simple title to and the delivery of possession of the Property to the Redeveloper, but shall not survive issuance of the certificate of completion by the Authority except to the extent stated in the deed to the Property.



Section 812: Excusable Delays

For the purposes of any of the provisions of this Agreement, neither the Authority nor the Redeveloper, as the case may be, shall be considered in breach of or default in its obligations with respect to the preparation of The Property for redevelopment or the beginning and completion of construction of the improvements, or progress in respect thereto, in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather or delays of subcontractors due to such causes, it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Authority with respect to the preparation of the Property for redevelopment of or the Redeveloper with respect to construction of the improvement as the case may be, shall be extended for the period of the enforced delay; Provided, that the party seeking the benefit of the provisions of this Section shall, within ten (10) days after the beginning of any such enforced delay, have first notified the other party thereof in writing, and of the causes or causes thereof and requested an extension for the period of the enforced delay. In calculating the length of the delay, the Authority shall consider not only actual work stoppages, but also any consequential delays resulting from such stoppages as well.



5/6/66

IN WITNESS WHEREOF, on the \_\_\_\_\_ day of \_\_\_\_\_, 1966  
at Boston, Massachusetts, the parties hereto have caused this  
Agreement in five counterparts to be signed, sealed and  
delivered by their duly authorized officers, respectively,

Signed, sealed and delivered in the presence of: BOSTON REDEVELOPMENT AUTHORITY

By \_\_\_\_\_  
Development Administrator

\_\_\_\_\_  
THE ROMAN CATHOLIC ARCHBISHOP  
OF BOSTON

Approved as to form:

By \_\_\_\_\_

\_\_\_\_\_  
General Counsel  
Boston Redevelopment Authority

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

Then personally appeared before me the above-named  
EDWARD J. LOGUE  
who executed the foregoing Agreement on behalf of Boston  
Redevelopment Authority, and acknowledged the same to be his  
free act and deed and the free act and deed of Boston  
Redevelopment Authority.

\_\_\_\_\_  
Notary Public  
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

Then personally appeared before me the above-named  
who executed the foregoing Agreement on behalf of the  
and acknowledged the same to be his free act and deed and  
the free act and deed of the

\_\_\_\_\_  
Notary Public  
My commission expires: